

## INVITATION TO BID NO. 2022B069

Issue Date	Time and Date of Opening	Buyer	Phone Number
11/22/22	11:00 A.M. Alaska Time, December 8, 2022	Melanie A. Clark	907-343-4590

ITB No. **2022B069 –Provide Year-Round Road Maintenance for SRW Homeowners LRSA** to the Municipality of Anchorage (MOA), Maintenance and Operations Department (M&O).

Cover Sheet	Page	1
General Provisions	Pages	2 - 3
Special Provisions	Pages	3 - 4
Bidders Check List	Page	5
Insurance	Pages	6 - 8
Bid Proposal	Pages	9 - 14
Specifications	Consisting of 18 Pages	
Sample Contract	Consisting of 5 Pages	
Responsible Bidder Questionnaire	Consisting of 3 Pages	

To be considered for award bids **will**:

- Be submitted on the forms provided with this ITB and signed (either manually, electronically, or digitally) by an authorized representative of the bidder;
- Be received by the Purchasing Office, 632 W. 6<sup>th</sup> Avenue, Suite 520, Anchorage, AK 99501, **prior** to the time and date set for the bid opening (time and date of bid receipt will be determined by the time/date stamp in the Purchasing Department);
- Be time and date stamped by the Purchasing Office;
- Be in a sealed envelope in accordance with Special Provisions, Paragraph 7; and,
- Acknowledge all ITB addendums; if any (failure to acknowledge Addenda may result in bid being considered non-responsive.)
- **Faxed or emailed bids will NOT be accepted unless noted otherwise in the bid documents.**

Bids not in compliance with the above requirements may be declared non-responsive and held unopened by the Purchasing Department. The MOA reserves the right to accept or reject any and all bids.

This ITB is available electronically (.pdf) at the MOA, Purchasing Office's website; <http://www.muni.org/Departments/purchasing/Pages/bidding.aspx>. The bidder is responsible for periodically checking the MOA Purchasing website for any addenda.

Bidders interested in participating via teleconference will call 1-907-343-6089 no earlier than **10:55 A.M. Alaska Time, December 8, 2022**. It is respectfully requested bidders participating in the pre-bid conference via teleconference to please use a land line. **FOR AUXILIARY AIDS, SERVICES, OR SPECIAL MODIFICATIONS TO PARTICIPATE PLEASE CONTACT THE PURCHASING DEPARTMENT AT 907-343-4590 TO REQUEST REASONABLE ACCOMMODATIONS; OR VIA EMAIL AT WWPUR@MUNI.ORG.**

Questions regarding this ITB **will** be submitted in writing via email to [wwpur@muni.org](mailto:wwpur@muni.org). Written questions **will** be received no later than **12:00 P.M. Alaska Time, November 28, 2022**. Questions will include the Buyer's name, the ITB number and ITB Title, on the subject line.

The MOA Purchasing Office is open from 8:00am to 5:00pm Monday through Friday, excluding MOA Holidays.

MUNICIPALITY OF ANCHORAGE



Nikki Martindale  
Deputy Purchasing Director

**GENERAL PROVISIONS**

The attached provisions, as modified by any addendum hereto, will become a part of any Purchase Order resulting from this Invitation to Bid. The Vendor by his acceptance of this order agrees thereto:

1. No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of this order will be effective without prior consent of the Purchasing Director.
2. No charges will be allowed for packing, wrapping, bags, containers, reels, etc., unless otherwise specified.
3. Time of delivery is part of the essence of this contract and the **order is subject to cancellation for failure to deliver on time.**
4. For any exception to the delivery date as specified on this purchase order, the Vendor will give prior notification and obtain approval thereto from the Purchasing Director.
5. Shipping Instructions: Unless otherwise specified, please ship prepaid via cheapest common carrier FOB Destination. The MOA cannot accept COD Shipments.
6. Materials purchased are subject to the approval of the MOA and, if rejected, are held subject to the Vendor's risk and expenses incurred for their return as approved by the Purchasing Officer.
7. Purchase Order number *WILL* appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence.
8. Memorandum of contents will be enclosed in each box or package.
9. The vendor agrees to protect the MOA against all claims for patent or franchise infringement arising from the purchase, installation, or use of the material ordered on this contract, and to assume all expense and damage arising from such claims.
10. If price is not stated on this order, it is agreed that the goods will be billed at the price last quoted or paid, or the prevailing market price, whichever is lower.
11. It is agreed that the waiver or acceptance of any breach of any of the terms of this order will not operate to relieve the Vendor of the responsibility herein under for any prior to subsequent breach.
12. All specifications and plans referred to in this order will form a part of the contract.
13. The Vendor warrants articles supplied under this contract to conform to specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material and workmanship, and free from defect.
14. Cash discount period on all invoices will commence on the date the shipment is received by the MOA. If an adjustment or damage occurs on a shipment subject to cash discount, the discount period will commence on the date the shipment is finally accepted.
15. The MOA is exempt from Federal Excise and Transportation Taxes. Exemption certificates will be furnished upon request.
16. Liens: Vendor, by accepting this purchase order, warrants and represents that the goods, wares or merchandise ordered herein are free and clear from all claims and liens of whatsoever nature.
17. Upon opening bid, abstracts will be posted and available on The MOA Website: [www.muni.org](http://www.muni.org)
18. ANTI-DISCRIMINATION: During the performance of this contract the contractor agrees as follows:
  - (A) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to the characteristics listed above. Such action will include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The contractor will comply with all laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7 of the Anchorage Municipal Code.
  - (B) The Contractor will state, in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, or gender identity, marital status, or physical or mental handicap.

**GENERAL PROVISIONS (Continued)**

- (C) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
- (D) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (E) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the owner of any one the owner will designate for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (F) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further contracts.

In accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (G) By submitting a bid, the contractor certifies they are an equal opportunity employer and will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or physical or mental disability. The contractor will comply with all laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7 of the Anchorage Municipal Code.
- (H) The contractor will include the provisions of paragraph 18 (A) through (G) in every subcontract or purchase order unless exempted by rules and regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the owner may direct as a means of enforcing said provisions, including sanctions for noncompliance.

**SPECIAL PROVISIONS**

1. Any bid not meeting the requirements of this Invitation to Bid may be considered non-responsive.
2. Any bids quoting other than F.O.B. Destination, including freight, will be considered non-responsive. **Destination is: SRWA Homeowners Service Area.**
3. Bids **will not be withdrawn for a period of forty-five (45) days** from date of bid opening.
4. The MOA will not be responsible for any bid preparation costs; including but not limited to costs associated with attending the pre-bid conference.
5. The MOA will not be responsible for any costs, including attorney fees (administrative, judicial or otherwise), associated with any challenge as to the determination of the lowest responsive and responsible bidder and/or award of contract, and/or rejection of bids. By submitting a bid, the bidder agrees to be bound in this respect and waives all claims to such costs and fees.
6. The MOA assumes no responsibility for any interpretations or representations made by any of its officers or agents unless such interpretations or representations are made by Addendum to this Solicitation.
7. **Bids will be submitted in a sealed envelope addressed to the MOA Purchasing Department, 632 W. 6<sup>th</sup> Avenue, Suite 520, Anchorage, AK 99501 and will include the following, clearly and legibly written/typed on the outside of the envelope:**
  - a. **Bidder's Name (as indicated on Business License), Address, City, State, and Zip Code**
  - b. **Invitation to Bid #, Invitation to Bid Title and Buyer's Name**
8. At the above indicated time, bids will be opened publicly and read aloud. Bids received after the scheduled bid opening date and time or bids not containing the Purchasing Office time and date stamp will not be considered and will be held unopened by the Purchasing Department.
9. **NO RESPONSIBILITY WILL ATTACH TO ANY OFFICER FOR THE PREMATURE OPENING OF, OR THE FAILURE TO OPEN, A BID NOT PROPERLY ADDRESSED AND IDENTIFIED.**

**SPECIAL PROVISIONS (Continued)**

10. A bidder may withdraw, modify, or correct their bid after it has been deposited with the Purchasing Department. Requests for withdrawal, modification, or correction will be in writing and received by an agent of the MOA Purchasing Department. Requests for withdrawal, modification, or correction will be received **before** the time set for bid opening. Modified or corrected bids will be signed by an authorized bidder representative. Facsimile or emailed modifications or corrections **WILL NOT** be accepted. Modified or corrected bids will be received prior to the date and time set for bid opening. No bidder will be permitted to withdraw an offer after the time set for bids to be opened.
11. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer or vendor name, trade name, catalog number, etc., it is intended merely to establish a standard; unless otherwise specified in the Invitation to Bid. Any material, article, or equipment of other manufacturers and vendors which meet the form, fit, and function imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the MOA, of equal substance in form, fit and function. Any item quoted, as "equal" will be accompanied by complete data and/or brochures to be used in evaluation.
12. Alternate bids are not encouraged unless specifically requested. However, if an alternate bid is submitted, the MOA will have sole discretion in either accepting or rejecting each alternate offered.
13. The Office of the Purchasing Director is located at 632 W. 6th Avenue, Suite 520, Anchorage, Alaska 99501, and is open for business from 8:00am to 5:00pm, Monday – Friday, Excluding MOA Holidays. Acceptance of special delivery mail is not available Saturday or Sunday.
14. The following will be held in the MOA Purchasing Office, 632 W. 6<sup>th</sup> Ave, Suite 525, Anchorage, AK 99501:

<b>Bids Opened at:</b>	<b>11:00 A.M. Alaska Time, December 8 2022</b>
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15. If more than one bid is offered by any one party for the same product, by or in the name of his clerk, partner, or other person, all such bids will be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a bid directly for the work.
16. The MOA may reject any unbalanced bid if it is in the best interest of the MOA. A bid is considered unbalanced, when in the opinion of the Purchasing Director, the bid allocates a disproportionate share of costs to one or more bid items and reduces the costs of another bid item or items, and if there is a reasonable possibility that the bid will not result in the lowest overall cost to the MOA.
17. When the Bidding Documents contain a basic bid and additive alternates, the low Bidder will be determined by the lowest combination of the basic bid and as many additive alternates as may be chosen in the order listed in the Bid. The Purchasing Director may bypass any additive alternate whose selection would cause the Contract to exceed the funds available.
18. The Purchasing Director will use the list of priorities in the bid schedule to determine the low bidder only. After determining the low bidder, an award may be made on any combination of the bid items provided: (1) it is in the best interest of the MOA; (2) funds are available at the time of award; and (3) the low bidder's price for the combination to be awarded is less than the price offered by any other responsive, responsible bidder.
19. The MOA standard payment terms are NET 30. Bidders may offer discounts for prompt payment. The minimum prompt payment terms acceptable to the MOA is 1% and net 15 days. Prompt payment terms will be utilized to determine final net price offered. Any prompt payment terms lower than 1% and net 15 will result in payment terms of NET 30. If bid includes prompt payment terms, bidder will include payment terms on the Bid Proposal Page. **NOTE: The prompt payment period will commence upon receipt and acceptance of the supply/service or receipt of a valid invoice; whichever occurs last.**
20. The MOA desires to utilize the MOA Procurement Card (credit card) for purchases made against this ITB. Bidder will indicate on the Bid Proposal Page if the MOA Procurement Card is acceptable.

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**BIDDER'S CHECK LIST**

**I. GENERAL**

Bidders are advised, notwithstanding any instructions or implications elsewhere in this Invitation to Bid, only the documents shown and detailed on this sheet need be submitted with and made part of their bid. Other documents may be required to be submitted after bid opening, but prior to award. Bidders are hereby advised failure to submit all required documents shall be justification for rendering the bid non-responsive. Evaluation of bids for responsiveness shall be accomplished in accordance with Anchorage Municipal Code, Title 7.

**II. REQUIRED DOCUMENTS FOR BID**

- A. BID PROPOSAL: Pages 6-14. **Page 14** shall be signed by an authorized representative of the Bidder.
- B. ADDENDA: All addenda issued against this Invitation to Bid shall be acknowledged on the Bid Proposal page or by manually signing the Addenda sheet(s) and submitting the Addenda sheet(s) to the Municipality Purchasing Office prior to the time and date set for bid opening.

**III. RESPONSIBLE BIDDER/CONTRACTOR QUESTIONNAIRE – IF APPLICABLE**

Per AMC 7.20.030.B. the required certifications or disclosures must be submitted to the Purchasing Officer within five calendar (5) days of the request of Purchasing. The certifications and disclosures will be utilized by the Purchasing Officer to determine vendor responsibility. The required questionnaire is attached for review.

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**INSURANCE**

By submitting a bid, the bidder agrees, if they are the successful bidder, to obtain and maintain the insurance required by this section. The bidder also agrees to provide the Municipality a copy of their Certificate of Liability Insurance prior to signing the contract and prior to commencement of any work under this contract.

**GENERAL:** The Contractor will not allow any subcontractor to commence work until the subcontractor has obtained insurance as listed in this section. The contractor and each subcontractor will maintain this insurance throughout the life of this contract, including any maintenance and/or guarantee/warranty period. The contractor will obtain separate insurance certificates for each contract.

**ADDITIONAL INSURED:** The Municipality of Anchorage will be listed as an additional insured on all General and Auto Liability policies required by this contract. All policies will contain a waiver of subrogation against the Municipality, except Professional Liability. All policies will remain in effect during the life of the contract. The Contractors insurance certificate will also indicate the Municipality of Anchorage as a certificate holder of the policy.

**WORKERS COMPENSATION:** The Contractor will purchase and maintain during the life of this contract, workers compensation insurance for all employees who will work on this project and, if any work is sublet, the Contractor will require the subcontractor similarly to provide such insurance. Employers' Liability with a minimum limit of \$500,000 will be maintained and Workers Compensation with minimum limits as required by Alaska State Workers Compensation Statutes. The policy will contain a waiver of subrogation against the Municipality.

**NOTICE TO "OUT-OF-STATE" CONTRACTORS WORKING IN ALASKA:** The Contractor will provide evidence of Workers Compensation insurance, either State of Alaska Workers Compensation coverage or an endorsement to the Contractor's home state Workers Compensation policy, evidencing coverage for "other states" including Alaska, prior to execution of a contract or, if approved, before commencement of contract performance in Alaska.

**GENERAL LIABILITY:** The Contractor will purchase and maintain, in force, during the life of this contract such general liability insurance as will protect the Owner and the Contractor against losses which may result from claims for damages for bodily injury, including accidental death, as well as from claims for property damages which may arise from any operations under this contract whether such operations be those of the Contractor, a subcontractor or anyone directly or indirectly employed by either of them.

<b><u>Commercial General Liability</u></b>	<b><u>Minimum Limits</u></b>
Products/Completed Operations	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Medical Payments	\$5,000
<b><u>Commercial Auto Liability</u></b>	<b><u>Minimum Limits</u></b>
Combined single limit (Bodily Injury and Property Damage)	\$1,000,000
Including all owned, hired, and non-owned	
<b><u>Workers Compensation and Employers Liability</u></b>	<b><u>Minimum Limits</u></b>
Per Alaska statute	\$500,000
<b><u>Errors and Omissions</u></b>	<b><u>Minimum Limits</u></b>
Professional Liability (Not required unless limits appear in space provided)	limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
<b><u>Umbrella Liability</u></b>	<b><u>Minimum Limits</u></b>
(Not required unless limits appear in space provided)	
\$	S.I.R.

Each insurance policy required by this section will require the insurer to give advance notice to the MOA/Contract Administrator prior to the cancellation of the policy. IF the insurer does not notify the MOA upon policy cancellation, it will be the Contractor's responsibility to notify the MOA of such cancellation.

**COMPLIANCE WITH LAWS**

The Contractor will observe and abide by all applicable laws, regulations, ordinances and other rules of the State of Alaska and/or any political subdivisions thereof, or any other duly constituted public authority wherein work is done or services performed, and further agrees to indemnify and save the Municipality of Anchorage harmless from any and all liability or penalty which may be imposed or asserted by reason of the Contractor's failure or alleged failure to observe and abide thereby.

(Remainder of Page Initially left Blank)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) will be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b></td> </tr> <tr> <td><b>PHONE (A/C, No, Ext):</b></td> <td><b>FAX (A/C, No, Ext):</b></td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b></td> </tr> <tr> <td style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td colspan="2"><b>INSURER A :</b></td> </tr> <tr> <td colspan="2"><b>INSURER B :</b></td> </tr> <tr> <td colspan="2"><b>INSURER C :</b></td> </tr> <tr> <td colspan="2"><b>INSURER D :</b></td> </tr> <tr> <td colspan="2"><b>INSURER E :</b></td> </tr> <tr> <td colspan="2"><b>INSURER F :</b></td> </tr> </table>	<b>CONTACT NAME:</b>		<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No, Ext):</b>	<b>E-MAIL ADDRESS:</b>		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A :</b>		<b>INSURER B :</b>		<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE      OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$								
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULE D AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	<b>UMBRELLA LIAB</b> OCCUR <b>EXCESS LIAB</b> CLAIMS- DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE      Y / N  <input type="checkbox"/> N / A OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATUTORY LIMITS</td> <td style="width: 50%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA	\$														
E.L. DISEASE - POLICY LIMIT	\$														

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

1. The Municipality of Anchorage is an additional insured on Auto and General Liability policies. All policies, including workers compensation, contain a WAIVER OF SUBROGATION against the Municipality, except Professional Liability, .
2. CANCELLATION: "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the Policy Provisions."

**CERTIFICATE HOLDER**

**CANCELLATION**

	<p style="text-align: center;"><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p>Authorized Representative</p>
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**BID PROPOSAL**

The SRW Homeowners Limited Road Service Area (LRSA) consists of approximately 1.62 miles of gravel roads as depicted in Exhibit A, Street Names/Service Area Boundary and shown in Exhibit B, SRW Homeowners LRSA Map.

This contract is for year-round road maintenance services for snow clearing, ice ripping, sanding, steam thawing, cleaning out/unplugging culverts and other basic road maintenance. However, under the State of Alaska Department of Labor Title 26, the Laborers' and Mechanics' Minimum Rates of Pay may apply for such services and must be paid accordingly. See Section 14 B of the Scope of Work/Technical Specifications.

Unless otherwise indicated, all bid items shall include a fully qualified operator. See Section 8E of the Scope of Work/Specifications regarding qualification of operators. No substitute of equipment will be allowed after opening of bids or before the contract is executed by Anchorage. Payment shall be on hours equipment is utilized within the service area. Unless otherwise specified in this document the Contractor will be paid a minimum of two (2) hours for each piece of equipment responding to a call out.

**MINIMUM EQUIPMENT REQUIRED FOR THE CONTRACT**

ITEM   QTY   DESCRIPTION

1    1 EA    Grader. See Section 2. Winter Services--Snow Clearing/Ice Ripping.

<u>Description</u>	<u>Bid Rate</u>	<u>Estimated Hours</u>	<u>TOTAL</u>
Price Per Hour, With Operator	_____	X <u>80</u> Hours =	_____
Price Per Hour, With (Davis –Bacon)	_____	X <u>30</u> Hours =	_____
		ESTIMATED TOTAL	_____

Vendor Name \_\_\_\_\_

**BID PROPOSAL (CONTINUED)**

**ITEM    QTY    DESCRIPTION**

2        1 EA    Water/Flusher Truck. See Section 5. Summer Services.

Description	<u>Bid Rate</u>	<u>Estimated Hours</u>	<u>TOTAL</u>
Price Per Hour with Operator	_____	X <u>20</u> Hours =	_____
Price Per Hour, With (Davis -Bacon)	_____	X <u>20</u> Hours =	_____
ESTIMATED TOTAL			_____

**ITEM    QTY    DESCRIPTION**

3        1 EA    Steam Thawing. See Section 4. Winter Services--Steam Thawing.

Description	<u>Bid Rate</u>	<u>Estimated Hours</u>	<u>TOTAL</u>
Price Per Hour with Operators	_____	X <u>10</u> Hours =	_____

**ITEM    QTY    DESCRIPTION**

4        1 EA    Winter Aggregate (E-Chips). See Section 3. Winter Services--Sanding.

Description	<u>Bid Rate</u>	<u>Estimated Cubic Yards</u>	<u>TOTAL</u>
Price Per Cubic Yard Spread in Place with Operator	_____	X <u>50</u> Cubic Yards=	_____

Vendor Name \_\_\_\_\_



**BID PROPOSAL (CONTINUED)**

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>
7	1 EA	Laborers/Traffic Control Laborers. See Section 2. Winter Services--Snow Clearing/Ice Ripping and, Section 5. Summer Services.

Description	<u>Bid Rate</u>	<u>Estimated Hours</u>	<u>TOTAL</u>
Price Per Hour	_____	X <u>20</u> Hours =	_____
Price Per Hour, With (Davis -Bacon)	_____	X <u>20</u> Hours =	_____
		ESTIMATED TOTAL	_____

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>
8	1 EA	Snow Blower. See Section 2. Winter Services-- Snow Clearing/Ice Ripping.

Description	<u>Bid Rate</u>	<u>Estimated Hours</u>	<u>TOTAL</u>
Price Per Hour with Operator	_____	X <u>20</u> Hours =	_____
		ESTIMATED TOTAL	_____

**TOTAL ALL BID ITEMS (1-8):** \$ \_\_\_\_\_

**NOTE: Erasures or other changes made on the Bid Proposal page or the signature page shall be initialed by the person signing the bid.**

Vendor Name \_\_\_\_\_

**BID PROPOSAL (CONTINUED)**

Prompt Payment Discount - Payment Terms Offered
_____ % Net 15 OR Net 30 (default) 1% is the minimum amount allowed (As referenced in Special Provisions, paragraph 19)

Addendum Acknowledgement
Number(s) _____ is/are hereby acknowledged

**The bidder will accept CREDIT CARDS FOR PURCHASES against this ITB.**

- YES  
 NO

**BASIS OF AWARD**

Award will be made to the lowest responsive and responsible bidder in accordance with Anchorage Municipal Code Sections 7.15.040, 7.20.020, 7.20.030, and 7.20.040, with preference to local bidders applied in accordance with Section 7.20.040. Evaluation for determining the lowest bid will be made in the **aggregate**. **TO BE CONSIDERED FOR AWARD ALL ITEMS MUST BE BID.** All items must be new and come with manufacturer's warranty, if supplied by the manufacturer. The purchasing Director will have the sole discretion to determine whether the bid submitted meets specifications of the Invitation to Bid, whether a bidder is responsive, and whether a deviation is material.

**CONTRACT VOLUME**

The MOA does not guarantee any minimum or maximum purchase quantities and/or dollar amounts. The above quantities are for evaluation purposes only. The MOA reserves the right to increase or decrease the quantities listed at the same unit price.

The anticipated contract value shall be for a Not-to-Exceed amount of \$56,000 per year.

**PERIOD OF PERFORMANCE**

Period of performance will be on an "as required" basis from January 1, 2023 to December 31, 2023, unless terminated sooner, with an option to renew for (4) additional one (1)-year periods **at the same unit price(s), upon mutual consent of both parties and lawful appropriation of funds.**

Vendor Name \_\_\_\_\_

**BID PROPOSAL (CONTINUED)**

By submitting a bid, the bidder acknowledges receipt, has reviewed and has an understanding of all documents listed on the Invitation to Bid Cover Sheet. For purposes of bid evaluation and contract award, in the event of inconsistency between the unit price and extended amount, the unit price will govern.

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Vendor Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Company Email Address

\_\_\_\_\_  
Physical Address of Company (if different from above)

\_\_\_\_\_  
City, State, Zip Code

By signing above the bidder certifies they are an equal opportunity employer and will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or physical or mental disability. The contractor will comply with all laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7 of the Anchorage Municipal Code.

# MUNICIPALITY OF ANCHORAGE MAINTENANCE AND OPERATIONS

## SRW HOMEOWNERS LIMITED ROAD SERVICE AREA

### SCOPE OF WORK/TECHNICAL SPECIFICATIONS

The SRW Homeowners Limited Road Service Area (LRSA) consists of approximately 1.62 miles of gravel roads as depicted in Exhibit A, Street Names/Service Area Boundary and shown in Exhibit B, SRW Homeowners LRSA Map. The scope of work is for year-round road maintenance services for snow clearing, ice ripping, sanding, steam thawing, summer grading, cleaning out/unplugging culverts and other basic road maintenance. However, under the State of Alaska Department of Labor Title 26, the Laborers' and Mechanics' Minimum Rates of Pay may apply for such services and must be paid accordingly. See Section 14 B of Scope of Work/Technical Specifications.

#### I. Section 1. Definitions.

- A. "Anchorage" means the Municipality of Anchorage, organized and existing under laws of the State of Alaska.
- B. "Administrator" means the Service Area Board of Supervisors, their designee, or that member of the Board designated, in writing, to direct the Contractor.
- C. "Contractor" means the Service Area Contractor.
- D. "Service Area" means Rural Road Service Area or Limited Road Service Area, as applicable.
- E. "Service Area Coordinator" means the Anchorage appointed manager responsible for coordination among the Service Area Board of Supervisors, service area contractors and residents, and the overall daily administration of service areas with general authority for approval of service area road work, invoices, and other road projects within service areas.
- F. "Working Titles" which are adjectives or have masculine genders such as "workman" and "flagman" or are pronouns such as "he," "his," and "him" are utilized in the Contract Documents for the sake of brevity and are intended to refer to persons of either gender.

#### Section 2. Winter Services--Snow Clearing/Ice Ripping.

Snow Clearing/Ice Ripping is defined as the removal of snow/ice from designated areas using motor graders, snow blowers, front loaders, or by other means as designated by the Administrator. Snow clearing is further defined as removal of all such snow accumulation to within two (2) inches of the road surface.

Contractor shall have a Grader, at least 32,000 pounds GVWR, have a minimum 150 horsepower engine, and have a minimum wheel drive of 6x4. Additionally, equipment shall meet all State of Alaska, Division of Motor Vehicles requirements. At the discretion of the Administrator, 3/4-inch serrated cutting edges shall be used and shall be paid at an additional 7% of the bid rate. No additional charge may be included for mounting or dismounting any additional equipment whether or not prescribed. (ITEM No. 1)

Additionally, Contractor shall have an AWD Pickup Truck, 3/4-ton, with Laborer/Traffic Control Laborer, with minimum 8-foot 5 way "V" plow (no castors, wheels, or skis allowed) for winter services. Standard four studded snow tires and four tire chains, tow chain/cable/strap, beacon, reflectors/flares. Safety gear and trade tools standard, to include but not be limited to: safety

vests, hard hats, gloves, boots, rakes, shovels, hand tools, & beacon standard. No additional charge may be included for mounting or dismounting any additional equipment whether or not prescribed. Additionally, equipment shall meet all State of Alaska, Division of Motor Vehicles requirements. (ITEM No. 6 and 7)

Additionally, Contractor shall have a Two-Stage Snow Blower, capable of throwing snow a minimum of 30 feet, blowing capacity of 1,000 tons per hour, must have tire chains available for all wheels, full directional rotating chute, and capable of blowing back snow berms of 3 feet high by 3 feet wide. Minimum width 102". No additional charge may be included for mounting or dismounting any additional equipment whether or not prescribed. Additionally, equipment shall meet all State of Alaska, Division of Motor Vehicles requirements. (ITEM No. 8)

The Contractor agrees to provide snow clearing/ice ripping services to the Service Area as follows:

- A. The Administrator will direct the Contractor as to number and types of equipment, equipment accessories, techniques, street(s)/area(s) to be cleared, and/or the level of service required. The Administrator may specify that partial clearing be accomplished, such as single lanes in little used areas and the plowing back or blowing back of snow off shoulders before break-up.
- B. The Administrator will callout the Contractor when, in his opinion, plowing is necessary. Generally, this will take place as soon as the snowfall has accumulated to four (4) inches or more.
- C. Under normal circumstances and in the absence of specific directions, snow clearing during the winter months will be accomplished to clear the traveled way or in accordance with the established snow plan, if applicable. A snow plan is defined as a snow removal arrangement between the contractor and the Administrator which delineates the circumstances for automatic snow removal without a call out and describes the areas and scope of the snow removal. The traveled way is defined as being the entire width of the existing driving surface. It is the sole responsibility of the Contractor and at no expense to Anchorage, to maintain the snow berms far enough back so as not to encroach into the traveled way.
- D. The Contractor shall commence snow clearing, as directed by the Administrator or his designee, within two (2) hours of notification.
- E. Unless directed otherwise, the Contractor shall make his best efforts to minimize snow berm accumulations across driveways that would normally result from clearing operations. In such cases the Contractor will utilize the snow gate of the motor grader, front loader, or other equipment, as applicable. However, the Contractor is not required to specifically clear driveway entrances unless the Administrator separately requests that work.
- F. Snow clearing shall be completed within twelve (12) hours after the end of a snowstorm, unless otherwise determined by the Administrator. This time frame may be extended at the discretion of the Administrator.
- G. The Contractor agrees to assert his best efforts, at all times, to complete snow removal in a timely fashion. Accumulated snow is to be dealt with to reasonably ensure timely access by residents to work and to their homes. Snow removal is usually between the hours of 6 a.m. and 10 p.m., but the Administrator may authorize snow removal prior to 6 a.m. and/or after 10 p.m. if snow storms and winter conditions warrants the need to provide timely access to work and homes.
- H. Although work under this section is contemplated to be performed exclusively by the Contractor, if the Contractor is unable to perform the work described above, Anchorage may contract out the work until the Contractor is able to perform the work.



### **Section 3. Winter Services--Sanding.**

Sanding is defined as the application of chips and/or other such materials to the roads. Winter Aggregate (E-Chips) shall consist of crushed gravel and shall be sound, durable, free of adherent coatings of clay, dirt, dust, or any other objectionable matter and shall have a percentage of wear not-to-exceed 30 after 500 revolutions, as determined by ASTM C-131. Spread-in-place.

Specifications:

1/2-inch	100 percent
3/8-inch	90-100 percent
#4	30-50 percent
#8	0-8 percent
#200	0-1 percent

Spreading Equipment: Truck with AWD chassis mounted sander, heavy duty 5-yard box/spreader (equal or better), and chains on all wheels. Additionally, equipment shall meet all State of Alaska, Division of Motor Vehicles requirements, including gross vehicle weight limitations. (ITEM No. 4)

The Contractor agrees to provide sanding services to the Service Area as follows:

- A. The Administrator will direct the Contractor as to the street(s)/area(s) to be sanded. The Administrator may specify that partial sanding be accomplished such as hills, curves, and/or intersections.
- B. The Administrator will direct the Contractor as to commence sanding services per specific pre-arranged agreement for icy road conditions.
- C. The Contractor will commence sanding services, as directed by the Administrator, within two (2) hours of notification.
- D. Sanding will be completed within twelve (12) hours after callout, unless otherwise determined by the Administrator or his designee.
- E. The Contractor shall always maintain a minimum of 100 cubic yards of stockpiled dry winter aggregate available for application to avoid any disruption of service over weekends or holidays.
- F. The Contractor shall ensure that sanding material is distributed on the roadway in a uniform manner. The application of sanding materials shall not exceed the road edge and will be uniformly applied across the road width, unless otherwise directed by the Administrator or his designee.
- G. Sanding is only to be done as required to permit use of the roads by properly driven vehicles of the kind customarily required in the accessed area. Sanding shall not be required merely to make road use more convenient for vehicles of uncustomary kind or safer at excessive speed.
- H. The Contractor shall work closely with the Administrator to ensure that sanding is neither insufficient nor excessive.

- I. Although work under this section is contemplated to be performed exclusively by the Contractor, if the Contractor is unable to perform the work described above, Anchorage may contract out the work until the Contractor is able to perform the work.

#### **Section 4. Winter Services--Steam Thawing.**

Steam Thawing services shall include a Steam Boiler with operator & laborer. Boiler shall be capable of maintaining a minimum of 130 psi steam pressure while utilizing two (2) ¾-inch discharge lines simultaneously. Boiler shall have a minimum capacity of 400 gallons of water and 100 gallons of fuel. Rate shall include one (1) boiler operator and one (1) laborer. Beacons, related safety equipment, exterior flood lights, studded snow tires, tire chains, tow cable/strap standard. Additionally, equipment shall meet all State of Alaska, Division of Motor Vehicles requirements. (ITEM No. 3)

The Contractor agrees to provide steam thawing services to the Service Area as follows:

- A. The Administrator will direct the Contractor as to the location of culverts and/or other facilities and areas to be thawed.
- B. The type, size, and output of the boiler shall be sufficient for the purpose intended.
- C. The Contractor will commence thawing services, as directed by the Administrator, within four (4) hours of notification.
- D. Steam thawing shall be accomplished in an expeditious and professional manner. The Contractor will manage personnel, equipment, and supplies in such a way as to promote productivity.
- E. Boiler time shall start when the boiler is off-loaded and/or is ready to perform the work and will terminate when the work is completed. Travel time will not be allowed. Time will not be allowed for refueling, servicing, or filling with water.
- F. Steam type boilers will be authorized for one (1) payable hour per shift for boiler warm-up and preparation prior to signing into the Administrator and will report with no less than seventy-five (75) PSI of steam pressure. All steam boilers shall be annually inspected and certified by the State of Alaska. The minimum tools and accessories to be furnished with each steam boiler are:

Three (3) each 100-foot lengths of small diameter ¾ inch ID steam hose. Hose to be in good condition and free of inner wall blisters.

1. One (1) each 8 foot, ¾ inch blow point with handle and quick shut off valve.
2. Two (2) each ¾ inch banjos with handles and shut off valves.
3. Two (2) each copper jet heads.
4. Eighty (80) feet of ½ inch pipe.
5. One (1) each 50-foot sleet snake.

6. One (1) each 8-foot 4–6-inch elbow-lead in pipe with 45–90-degree elbow.
7. One (1) each metal detector with detection range of three feet.
8. Toolbox with a minimum of:
  - a. Two (2) each 18-inch pipe wrenches.
  - b. One (1) each 12-inch crescent wrench.
  - c. One (1) each roll of bailing wire.
  - d. One (1) each roll of duct tape.
  - e. One (1) each two-pound hammer.
  - f. Assortment of replacement valves and fittings.
  - g. One (1) each large vice grips or pliers.
10. One (1) each fire extinguisher.
11. One (1) each First Aid Kit.
12. Two (2) each round point shovels.
13. One (1) each ice chipping bar.
14. One (1) each pickax.
15. All personal safety gear and equipment related to steam thawing operations during extreme winter weather conditions.

All tools and accessories will be of the type and quality for the use and purpose intended.

- G. Although work under this section is contemplated to be performed exclusively by the Contractor, if the Contractor is unable to perform the work described above, Anchorage may contract out the work until the Contractor is able to perform the work.
- H. The Contractor shall take precautions and avoid sediments from entering any storm drain systems, manholes, creeks, streams, rivers or where it leads to any type of body of water, which would violate National Pollutants Discharge Elimination Systems (NPDES).

### **Section 5. Summer Services.**

Contractor shall have a Grader, at least 32,000 pounds GVWR, have a minimum 150 horsepower engine, and have a minimum wheel drive of 6x4. Additionally, equipment shall meet all State of Alaska, Division of Motor Vehicles requirements. At the discretion of the Administrator, 3/4-inch serrated cutting edges shall be used and shall be paid at an additional 7% of the bid rate. No additional charge may be included for mounting or dismounting any additional equipment whether or not prescribed. (ITEM No. 1)

Water/Flusher Truck, 3,000-gallon minimum capacity tank. Flushing capabilities shall include producing between 90-100 lbs. of water pressure with minimum of two nozzles in the open position. One flusher and one watering nozzle front, one flusher nozzle side, two rear watering nozzles, and variable spray nozzle or rear hose reel with 50 feet minimum length of hose for manual watering. Necessary hydrant permits and meters standard. AWWU water-use charges for MOA work shall be reimbursed to the Contractor at cost. "Stay Back 50 Feet" sign, common standard. Additionally, equipment shall meet all State of Alaska, Division of Motor Vehicles requirements. No additional charge may be included for mounting or dismounting any additional equipment whether or not prescribed. (ITEM No. 2)

Vacuum Sweeper, 6 cubic yard hopper, 84-inch pickup, dual gutter broom with water tank. No additional charge may be included for mounting or dismounting any additional equipment whether or not prescribed. Additionally, equipment shall meet all State of Alaska, Division of Motor Vehicles requirements. (ITEM No. 5)

AWD Pickup Truck, 3/4-ton, with Laborer/Traffic Control Laborer, with minimum 8-foot 5 way "V" plow (no castors, wheels, or skis allowed) for winter services. Standard four studded snow tires and four tire chains, tow chain/cable/strap, beacon, reflectors/flares. Safety gear and trade tools standard, to include but not be limited to safety vests, hard hats, gloves, boots, rakes, shovels, hand tools, & beacon standard. No additional charge may be included for mounting or dismounting any additional equipment whether or not prescribed. Additionally, equipment shall meet all State of Alaska, Division of Motor Vehicles requirements. (ITEM No. 6 and 7)

Equipment, labor, materials, and services, other than those items requested on the Bid Proposal pages of the solicitation, which may be required to accomplish any given project may, at the discretion of the Administrator, be provided by others under separate contract, or requested of the Contractor. The Contractor has the right to reject requests. The Administrator may request either a written "hourly equipment and labor quote" or a "fixed price quote" for any given work request.

A written quote may, at the discretion of the Contractor, be provided to the Administrator for approval. All quotes may be accepted or rejected at the discretion of the Administrator. Prompt payment discounts will not apply to summer services for job quotes provided under this section if they are specifically identified as exclusions on the invoice.

The Contractor agrees to provide job quotes for summer road grading services to the Service Area as follows:

- A. Grading of roads during the summer months and general maintenance of roads shall be accomplished as directed by the Administrator. Contractor shall provide a minimum of one grader. Grader shall be at least 32,000 pounds GVWR, have a minimum 150 horsepower engine, and have a minimum wheel drive of 6x4.
- B. The Administrator will direct the Contractor as to the number and types of equipment to be used, equipment accessories, and the street(s)/area(s) to be graded. The Administrator may specify that partial grading be accomplished, such as ditch work only.
- C. The Contractor will commence grading, and any summer work, as directed by the Administrator, within forty-eight (48) hours of Notice-to-Proceed. If the Contractor cannot respond within forty-eight (48) hours, the Contractor may request an extension, which may or

may not be granted by the Administrator at the sole discretion of the Administrator. If not granted, damages may be assessed as applicable to Section 12. Damages.

- D. The Contractor shall not unreasonably interfere with the normal service area traffic flow and shall use traffic control methods to avoid unreasonable time delays and/or interference.
- E. The Contractor shall take preventative measures to minimize dust.
- F. During scheduled trash pick-up days, the Contractor shall coordinate with the hauler to avoid delays and minimize impact to local traffic.
- G. The Contractor shall take preventative measures to avoid any sediment from encroaching into adjacent properties or any type of drainage systems.
- H. To comply with National Pollutant Discharge Elimination System (NPDES), the Contractor shall not have any illicit discharge run-off into storm drains or that may lead into any type of body of water and effect the wildlife habitat or echo-system.
- I. The Contractor shall maintain the jobsite and affected adjacent locations clean by Street Sweeping only the gravel roads.
- J. During construction work, the Contractor must allow access for emergency vehicles at any given time and reasonably accommodate property owners' access to their driveways during construction hours.

#### **Section 6. Equipment--Proposed.**

- A. Any time after the bid opening, and prior to any Contract award, Anchorage, may, at its discretion, request a detailed listing of the proposed equipment to be utilized for the bid proposal items. All proposed equipment shall be in good working order, and suitable for the purpose intended. The equipment may be owned by the Contractor or controlled through bona fide lease, purchase, rental agreement, or subcontract. The Contractor shall be given a reasonable time, not-to-exceed forty-eight (48) hours, to correct any minor discrepancy, as determined by Anchorage.
- B. If, at any time, the list of proposed equipment does not meet the specifications listed/outlined in the Contract, the bidder may be declared "non-Responsive" to the bid.
- C. Any unit of equipment may be temporarily "Down" for repair or awaiting parts. However, it is the responsibility of the Contractor to furnish sufficient documentation to Anchorage, on request, that it is a temporary condition.
- D. If, at any time subsequent to bid opening and prior to the Contract being awarded, the bidder wishes to substitute units of proposed equipment, he may do so only for justifiable reasons and after notifying Anchorage and receiving approval, in writing, of the change. Any substituted items will meet or exceed all specifications.

#### **Section 7. Equipment--Inspection.**

- A. Any time after the bid opening, and prior to any Contract award, Anchorage, may, at its discretion, inspect the proposed equipment and/or review the equipment lease, purchase,

rental agreement, or subcontract of any bidder. The Contractor will provide, upon request, his equipment, and/or lease, purchase, or rental agreements for inspection by Anchorage and/or the Administrator. The primary purpose of such an inspection will be to determine the ability of the Contractor to furnish the required services.

- B. The Contractor must be able to demonstrate, beyond any reasonable doubt, that the equipment to be utilized to provide services outlined in the solicitation and subsequent Contract, is in good working order and is suitable for the purpose intended. The Contractor shall be given a reasonable time, not-to-exceed forty-eight (48) hours, to correct any minor discrepancy, as determined by Anchorage.
- C. The Contractor, at his own expense, shall keep all equipment supplied by him in good repair throughout the entire Contract. The Contractor shall make his equipment available for inspection at any time during the life of the Contract by Anchorage, the Administrator, and/or their designee. The equipment may, at any time, be inspected under operating conditions to ensure that it is satisfactory for the intended purpose and is in good repair.
- D. The Contractor shall not at any time wash out vehicles or equipment onto pavement or other location which could result in discharge run-off into any drainage systems leading into creeks, rivers, wetlands, lakes, streams, or any type of body of water.

#### **Section 8. Equipment--General.**

- A. All equipment shall be provided by the Contractor according to the item, and description as outlined in the Bid Proposal pages of the solicitation.
- B. The cost of equipment bid on an hourly basis (Hourly Rate Per Unit) will include the operator(s) and/or necessary laborers (where indicated), and the supply of fuels, lubricants, and repair parts. On equipment that is hauled to the work area/site, the hourly rate will include transportation of equipment to and from the work area/site.
- C. Travel time will not be paid for equipment located outside of the Service Area. Paid operating hours will begin when units are in transit within the Service Area and will terminate when equipment has reached its designated storage area within the Service Area, or as soon as it leaves the Service Area Boundary. Travel time to and from the designated maintenance area/work site shall be reasonable, as determined by the Administrator.
- D. For those units of equipment that are hauled to the work site, and for boilers, the operating hours will begin when the unit is off-loaded and/or is ready to perform the work and will terminate when the work is completed. Hauling of bid items will not be charged. If applicable, any hauling equipment shall be paid separately in accordance with Section 13, Other Goods and Services--Road Maintenance. In such cases, only the actual hauling time to and from the job site will be paid. "Standby" time will not be allowed unless specified by written quote.
- E. The Contractor will make a conscientious effort to repair/replace bid equipment that is down for four (4) consecutive hours, including stuck equipment.
- F. The Contractor shall be fully responsible for repair of damage to his own equipment that may result from his operations under this Contract. No claims will be entertained by Anchorage.

- G. All equipment shall meet the State of Alaska, Division of Motor Vehicles requirements. All equipment shall be numbered and be furnished with the following accessories, if applicable:
1. Front and rear back-up beacon lights.
  2. Rear back-up alarm.
  3. "Stay Back 50 Feet" signs.
  4. Rear mud flaps.
  5. Rear back-up light (flood lamp type).
  6. Mud and snow tread tires.
  7. Tire chains.
  8. Emergency kit to include reflectors and flares.
  9. First Aid kit.
  10. Absorbent (for hydraulic equipment).

**Section 9. Working Foreman/Contact Person(s)/Operators.**

- A. The Contractor shall, at the request of the Administrator, provide a working foreman to represent the Contractor and oversee operations.
- B. The Contractor shall provide a primary Contact Person(s) for 24-hour callout during the period of October 1 through April 30 and for normal callout at other times. The Contractor shall provide the Administrator with the most current and up to date name(s) and number(s) of the Contact Person(s). The 24-hour telephone number(s) will be used by the Administrator in emergency situations only. In all cases, the
- C. Contractor/Contact Person will remain totally responsible for contacting employees. The Contractor will keep the Administrator advised, in writing, of any changes of the Contact Person(s) at all times during the period of the Contract. Should the Contractor fail to abide by the above, he shall be subject to damages.
- D. The Contractor shall, at his own expense, make a tour of the area assigned and familiarize himself and his operators with the locations of all roads, hills, and other obstacles that may be a hazard to him in his operation.
- E. It will be the responsibility of the Contractor to notify the Administrator of any unsafe condition or potentially hazardous situation or any task that cannot be accomplished due to operator or equipment limitations.
- F. The assigned operators and replacements shall be fully qualified and experienced in the effective operation of the equipment. Operators will be fully alert and shall perform in a safe and skillful manner. The Contractor and operators shall be courteous to the public. Contractor

and operators found to be deficient in the above shall be required to correct the deficiency or be replaced.

### **Section 10. Materials.**

- A. Materials shall be brought from offsite only at the request of the Administrator. If requested, materials shall be received and paid for as specified in Section 13, Other Goods and Services--Road Maintenance.
- B. Upon delivery, the Materials shall be placed at a safe location.

### **Section 11. Reporting.**

- A. After completion of any requested work, the Contractor shall provide all material/subcontract invoices and receipts, and a log of labor and equipment time billable for payment, as requested by the Administrator. Failure to provide requested documentation for invoice verification shall result in extension of receipt of the true and correct invoice date to the Service Area for application of payment terms. The invoice receipt date for application of payment terms shall be adjusted to the date of receipt of requested reporting documentation.
- B. Whenever equipment covered under this Contract is rendered inoperable for any reason, the Administrator or his designee shall be the primary contact for reporting downed equipment and shall be notified within a reasonable time. The Administrator may investigate downed equipment and determine the loss of total down time. The Contractor will not receive compensation for the time equipment is down, including stuck equipment.
- C. It shall be the responsibility of the Administrator to have the jobsite inspected, monitored, and logged for work being performed, which falls under the NPDES Program Coordination Plan. The Administrator may elect a competent third party to perform the required duties but must be approved by the Watershed Management Services (WMS).

### **Section 12. Damages.**

- A. In the event the equipment and/or personnel are not available within the start time specified in the contract, the Contractor will be assessed liquidated damages in the amount of fifty dollars (\$50.00) per hour, and or any fraction of an hour thereof. Liquidated damages start accumulating from the scheduled start time until the time the last piece of equipment is scheduled to complete the job/shift or until such time as when the equipment is available for use. No liquidated damages shall be assessed for equipment failures after the equipment has been checked in for service at the scheduled start time.
- B. In the event the contractor fails to perform the tasks outlined in this contract, and as directed by the service area administrator, the administrator may document and provide, in writing, to the contractor and city, notification of the failures. Upon 3 written notices, the contractor, administrator, and city representatives shall conduct an in-person meeting to discuss the deficiencies. In the event the contractor is unable or unwilling to remedy the situation, or denies the deficiencies occurred, the contract shall revert to a monthly basis and shall go back out to bid no more than 30 days after the meeting date. A new contract and contractor shall cover the remainder of the contracted time from the canceled contract time period. If the contractor, city, and service area administrator agree to continue the contract, after 2 more deficiencies, the service area and board may exercise the right to terminate the contract with



the current contractor and put the contract out to bid in search of a new contractor. In the event the contractor defaults on this agreement, the contractor named on this agreement, or any of his subsidiaries shall not be permitted to bid during this re-bidding phase but may bid on future new contracts.

- C. Failure of the Contractor to respond as required in Sections 2, 3, 4, and 5 of this Contract shall, at the discretion of Anchorage, result in a penalty of one hundred dollars (\$100.00) per day being assessed against the Contractor.
- D. Failure of the Contractor to invoice not less often than every thirty (30) days for services provided within this Contract may result in a penalty of one hundred dollars (\$100.00) per day being assessed against the Contractor at the discretion of the Administrator.

### **Section 13. Other Goods and Services--Road Maintenance.**

- A. Equipment, labor, materials, and services, other than those items requested on the Bid Proposal pages of the solicitation, which may be required to accomplish any given project may, at the discretion of the Administrator, be provided by others under separate contract, or requested of the Contractor. The Contractor has the right to reject requests. The Administrator may request either a written "hourly equipment and labor quote" or a "fixed price quote" for any given project.

#### 1. Materials Purchased by the Contractor:

The Contractor may be requested by the Administrator to provide materials. A written quote may, at the discretion of the Contractor, be provided to the Administrator for approval. All quotes may be accepted or rejected at the discretion of the Administrator. Quotes accepted by the Administrator are subject to administrative charges in accordance with Section 13.D. and will not be subject to prompt payment discounts.

- B. For all quotes not exceeding \$5,000, the Contractor shall provide a written quotation prior to work and shall proceed only upon written notice by the Administrator. For all quotes exceeding \$5,000, the contractor shall submit a copy of the written quote to the Administrator, who may or may not approve the work at his/her discretion, and the Service Area Coordinator. No work shall commence unless and until written approval from the Administrator and the Service Area Coordinator is granted. The Contractor shall provide such work at a fair and reasonable price or, if unable to do so, shall subcontract at a fair and reasonable price, as determined by the Administrator. The Administrator and/or the Service Area Coordinator shall have the right to reject any such quotations and to independently contract with a third party to perform the requested work. Anchorage, at its sole discretion, always retains the right to accept or reject all quotes for goods and/or services from the Contractor.
- C. The equipment to be furnished by the Contractor under this Section shall be quoted and charged at the rate provided in the work proposal and include all specialized attachments or equipment needed to complete the work. There shall be no administrative charge permitted for this equipment.
- D. Any goods supplied under this Section by the Contractor will be charged to the Service Area at cost. Subcontracted services may be charged at cost. For any given project, an administrative charge for goods/subcontracted services charged at cost shall be:

15% of the first \$3,000  
12% from \$3,000 through \$10,000  
8% over \$10,000

In no case shall the total charges be greater than the quoted price, as specified in Section 13A or the "Not-to-Exceed" amount, as specified in this Contract.

- E. Prompt payment discounts will not apply to goods/subcontracted services that are charged at cost plus an administrative charge or to quote project prices **if** they are specifically identified as exclusions on the invoice.
- F. After completion of the work, the Contractor shall provide all material/subcontract invoices and receipts and a log of equipment time for payment, as requested by the Administrator. The jobsite must be in good satisfactory condition and meet the approval of the Administrator or Service Area Coordinator.

#### **Section 14. Other Labor--Construction Projects.**

- A. Equipment, labor, materials, and services, other than those items requested on the Bid Proposal pages of the solicitation, which may be required to accomplish any given project may, at the discretion of the Administrator, be provided by others under separate contract, or requested of the Contractor. The Contractor has the right to reject requests. The Administrator may request either a written "hourly equipment and labor quote" or a "fixed price quote" for any given project.

##### 2. Materials Purchased by the Contractor:

The Contractor may be requested by the Administrator to provide materials. A written quote may, at the discretion of the Contractor, be provided to the Administrator for approval. All quotes may be accepted or rejected at the discretion of the Administrator. Quotes accepted by the Administrator are subject to administrative charges in accordance with Section 13.D. and will not be subject to prompt payment discounts.

- B. For all quotes not exceeding a seasonal cumulative per construction season total of \$5,000, the Contractor shall provide a written quotation prior to work and shall proceed only upon written notice by the Administrator. For all quotes exceeding a seasonal cumulative total of \$5,000, the contractor shall submit a copy of the written quote to the Administrator, who may or may not approve the work at his/her discretion, and the Service Area Coordinator. No work shall commence unless and until written approval from the Administrator and the Service Area Coordinator is granted. The Contractor shall provide such work at a fair and reasonable price or, if unable to do so, shall subcontract at a fair and reasonable price, as determined by the Administrator. The Administrator and/or the Service Area Coordinator shall have the right to reject any such quotations and to independently contract with a third party to perform the requested work. Anchorage, at its sole discretion, always retains the right to accept or reject all quotes for goods and/or services from the Contractor.
- C. The work contemplated by this Section is work considered to fall under the "Little Davis-Bacon" Act (AS Title 36). The Alaska Department of Labor has determined that construction projects (including all labor, equipment, and material) over \$25,000 fall under this Act. For purposes of this paragraph, the over \$25,000 amount for construction projects is for an annual contract term. Each contract renewal (the exercise of an option) is considered a new contract term by

the Municipality of Anchorage and the Alaska Department of Labor. In addition, the State of Alaska has determined that the following tasks are public construction work for the purpose of this Act:

1. Hauling new fill or materials.
2. Hauling used fill or material to an area located away from the road or group of streets upon which work is currently being performed.
3. Hauling discarded fill or material to a dumpsite.
4. Grading and/or compacting a road surface which has new or used fill, (deposited from a supplier, excavated ditches, or roads located some distance away from the road or group of streets currently being worked on), or fill from a source other than existing ditches or roadways in the group of streets upon which the work is being performed.
5. Installation of manholes.
6. Installation of new or used culverts.
7. Filling potholes.
8. Making a new road where there was no road.
9. Digging a new ditch where no ditch existed previously.
10. Removing old blacktop; replacing with new material.
11. Installation of cross culverts.
12. Installing storm drains.

The Alaska Department of Labor has determined that the following tasks are maintenance and **not** public construction work:

1. Snow removal.
2. Grading existing road surfaces.
3. Strengthening or reshaping of shoulders, slopes, and ditches.
4. Cleaning fill from existing ditches, replacing fill back on road surfaces, and grading/compacting.
5. Cleaning culverts.

(The Contractor should note that the Alaska Department of Labor sets minimum wage rates and benefits for "public construction" and requires certified payrolls to verify the proper wages. However, operations involving "maintenance" do not fall under the minimum wage requirement. Further interpretation of the "Little Davis-Bacon" Act may be obtained from the State of Alaska, Department of Labor, Wage and Hour Administration.)

- D. Any labor associated with a construction project more than a total cumulative contract term of \$25,000 supplied under this Section by the Contractor or by subcontract will be charged to the Service Area at the total cost, as specified in the current issue of the State of Alaska, Department of Labor, Title 36 Public Contracts, Laborers' & Mechanics' Minimum Rates of Pay, plus that premium percentage bid, as specified in Appendix A, Schedule III. Labor for contract term projects that do not fall under the "Little Davis-Bacon" Act (\$25,000 or less) will be charged at a fair and reasonable price, as determined by the Administrator. In no case shall the total charges be greater than the "Not-to-Exceed" amount specified in this Contract.
- E. After completion of the work, the Contractor shall provide all invoices and receipts and a log of labor time for payment, and a copy of the certified payroll submitted to the Alaska Department of Labor to the Service Area Coordinator.
- F. The equipment to be furnished by the Contractor under this Section shall be the equipment quoted and charged at the quoted rates on the work proposal to include specialized attachments and equipment to complete the work. There shall be no administrative charge permitted for this equipment.
- G. The equipment to be furnished by the Contractor under this Section under a written "hourly equipment and labor quote" or a "fixed price quote" for any given project that includes equipment also included in the Bid Proposal shall be charged at the applicable Bid Rate Per Unit under the Bid Proposal. There shall be no administrative charge permitted for this equipment.

#### **Section 15. Training.**

- A. Anchorage will provide training to the Contractor on various aspects of the Contract, if requested by the Contractor or the Administrator. The training will be scheduled at the beginning of each term, usually in October. The training will be for one day and for a maximum of six (6) hours on that day. The training site will, if possible, be in, or in the proximity of, the Service Area. The Contractor will furnish a minimum of one operator for each unit of equipment required by the Contract to receive the training.

#### **Section 16. Invoices and Discounts.**

- A. Invoicing will be accomplished on a timely basis, but not less often than every thirty (30) days, providing work has been accomplished during the period. At the discretion of the Administrator, liquidated damages may be assessed \$100 for each day invoice is delinquent as applicable to Section 12. Damages.
- B. Invoices shall include all charges incurred as of the date of invoice. At the discretion of the Administrator, no charges will be allowed or paid for items incurred or accrued prior to the date of the previous invoice. The Contractor shall present the original true and correct invoice by mail or electronic billing to:

Public Works Administration  
Road Service Areas Accounting  
4700 Elmore Road, Anchorage, AK 99507

At the same time, The Contractor shall present a copy of the invoice to the Administrator for review and approval.

- D. The prompt payment discount date will start when the Contractor presents a true and correct invoice to the Service Area Coordinator. Prompt payment discounts will be taken on any items not specifically excluded by this Contract or by the Contractor. The time frame for prompt payment discount will end when a manual check is executed or when the computer is instructed to execute a check.
- E. Prompt payment discounts normally apply to bid items. Discounts will also apply to purchased materials and project quotes if not specifically excluded by the Contractor on the quote/invoice.

### **Section 17. Permits**

- A. Work outside of routine maintenance permit shall require a specialty permit. Contractor shall obtain and keep in force all required governmental permits prior to performing all road work under this contract. No payment will be authorized without evidence of permit prior to invoicing and payment.
- B. Required permits include, but not limited thereto, are;
  - 1. Annual (January 1st through December 31st) general Right of Way (ROW) to cover all normal summer and winter road maintenance within Municipality of Anchorage ROW's.
  - 2. Municipality of Anchorage and Alaska Department of Environmental Conservation Road Oiling Permits.
  - 3. Specialty (location/type of work) work permits for such work, but not limited thereto, as:
    - a. installation of new culvert (other than a replacement culvert).
    - b. laying down of recycled asphalt or chip sealing.
    - c. paving.
    - d. re-aligning, reconstruction or widening, narrowing existing road.
    - e. re-aligning or providing new drainage.
    - f. installation of signs other than traffic signs (traffic signs installations by Traffic Division)

### **Section 18. Termination**

- A. Please see Sample Contract page 3, section 13.

### **Section 19. General**

- A. The Contractor agrees, at all times, to assert its best efforts to complete snow/ice clearing, sanding, and steam thawing in the Service Area in a timely fashion. Accumulated snow and

icing conditions are to be dealt with to reasonably ensure timely access by residents to work and to their homes. Also allow access for emergency vehicles at any given time.

- B. In his operations, the Contractor must exercise all due care and caution and attempt not to damage fences, shrubs, banks, walls, hedges, etc., outside the traveled way but within and/or adjacent to the public right of way. However, the Contractor will not be held strictly accountable for private landscaping and other private projects, except for mailboxes, constructed and/or installed in the public right of way.
- C. The Contractor will be held responsible for all damages to poles, hydrants, mailboxes, utilities and/or other items permitted in the public right of way. The Contractor will be responsible for mailboxes that are constructed and installed in accordance with recommendations of the United States Post Office. Anchorage will be the authority to determine if damaged mailboxes were reasonably constructed and installed.
- D. Anchorage reserves the right to provide all road maintenance services in case of emergency and/or if the Contractor is unable to furnish the services required.
- E. No work shall start if it requires disturbing 10,000 square feet or greater of land. It must be approved by the Watershed Management Services (WMS). A third party may be hired to assist with the plans for approval and coordinate with WMS.

## **Section 20. Special Conditions**

- A. **POST AWARD:** The Contractor shall meet with the Service Area Board of Supervisors and the Service Area Coordinator to conduct a pre-performance conference to jointly review the terms of the Contract.

# EXHIBIT A

## SRW HOMEOWNER'S LIMITED ROAD SERVICE AREA

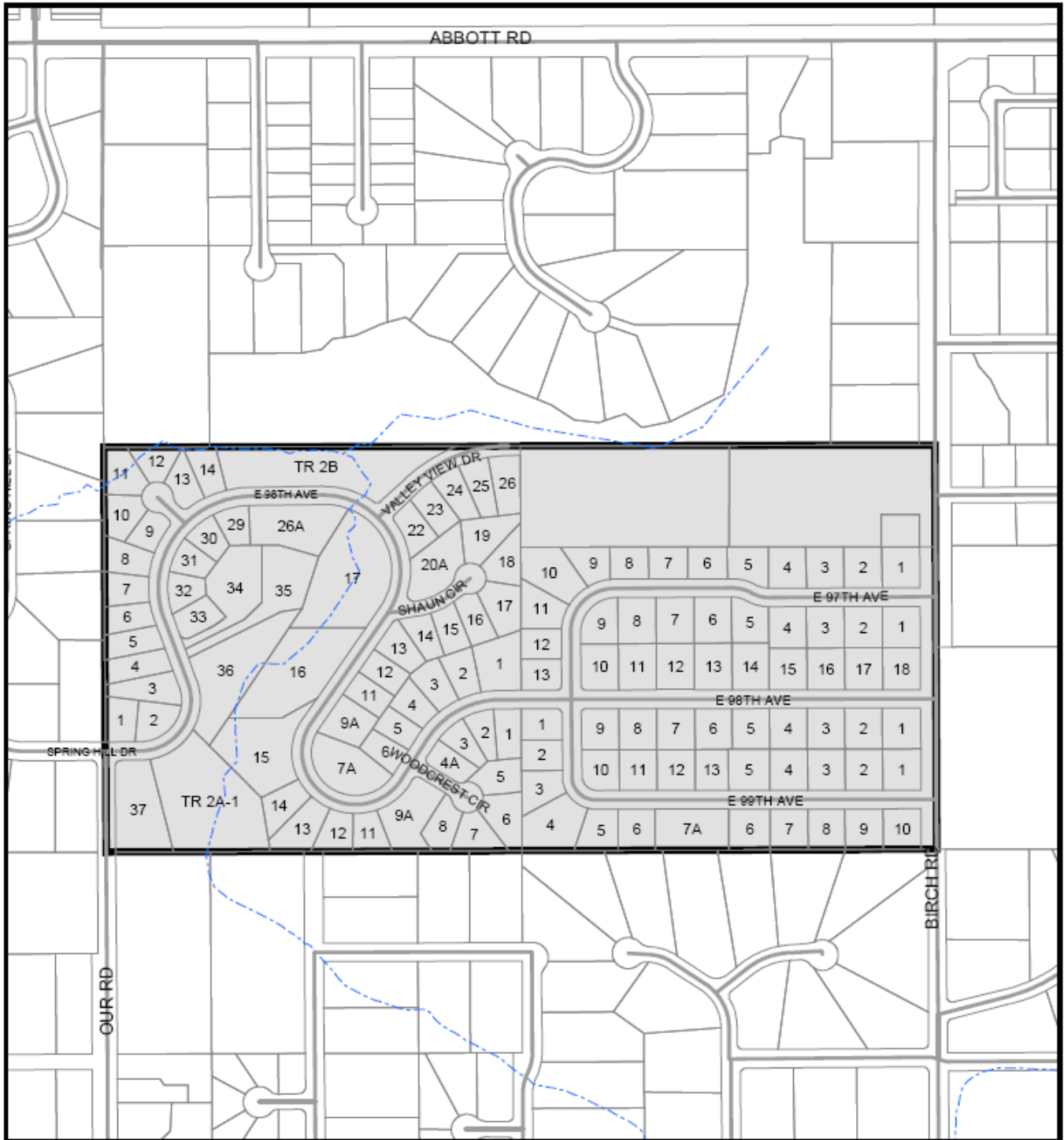
1.62 Miles Gravel Roads

### STREET NAMES

STREET NAME	GRID	FROM	TO
East 97 <sup>th</sup> Avenue	SW2437	Birch Road	East 98 <sup>th</sup> Avenue
East 98 <sup>th</sup> Avenue	SW2437	Birch Road	Our Road
East 99 <sup>th</sup> Avenue	SW2437	Birch Road	East 98 <sup>th</sup> Avenue
Shaun Circle	SW2437	East 98 <sup>th</sup> Avenue	Cul-de-sac
Valley View Drive	SW2437	East 98 <sup>th</sup> Avenue	End
Woodcrest Circle	SW2437	East 98 <sup>th</sup> Avenue	Cul-de-sac

EXHIBIT B

# SRW Homeowners Limited Road Service Area



Map produced by MOA Planning Dept, Technical Services Division May 2005



# CONTRACT SERVICE/SUPPLY

NAME AND ADDRESS OF CONTRACTOR

NAME AND ADDRESS OF DEPARTMENT OR AGENCY OF THE MUNICIPALITY ADMINISTERING THIS CONTRACT:

**MUNICIPALITY OF ANCHORAGE  
ANCHORAGE, AK 99510**

THIS CONTRACT, entered into by the MUNICIPALITY OF ANCHORAGE and the Contractor named above, WITNESSETH that the parties hereto mutually agree as follows:

1. **Scope of the Contract**

.....in accordance with the attached Scope of Work or Specifications.

2. **Total Contract Value**

The not to exceed contract amount is \_\_\_\_\_ **Dollars (\$ \_\_\_\_\_)**. **This is a non-encumbering contract. Purchase Orders will be issued to fund projects/services applicable to this contract. Contractor shall not begin work authorized under this Contract until a purchase order is issued.** The Municipality of Anchorage does not guarantee any minimum or maximum quantity of material or services to be processed under this contract. The Contractor shall furnish all services described above, for the amount stated, in strict accordance with the Contract Documents.

3. **Period of Performance**

Time Schedule for performance shall be Month X, XXXX through Month X, XXXX, with an option to renew for X (#) additional one (1)-year periods, upon mutual consent of both parties and lawful appropriation of funds.

4. **Contract Documents**

A. All documents, including but not limited to Specifications, Statements of Work, General and Special Provisions, Bid Proposal, Insurance Requirements, and Addendums, of Invitation to Bid # \_\_\_\_\_ are attached and incorporated by reference.

B. Other \_\_\_\_\_

5. **Independent Contractor**

The Contractor shall provide services as an independent contractor to the Municipality. Except as this contract provided otherwise, the Municipality shall not supervise or direct the Contractor.

**6. Compliance with Laws**

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this contract. All actions taken by the Contractor under this contract shall comply with all applicable statutes, ordinances, rules, and regulations. The Contractor shall pay all taxes pertaining to its performance under this contract.

**7. Equal Employment Opportunity Contract Compliance**

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status or mental or physical handicap. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to the characteristics listed above. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The contractor will comply with all laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7 of the Anchorage Municipal Code.
- B. The Contractor shall state, in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, or gender identity, marital status, or physical or mental handicap.
- C. The Contractor shall include the provisions of subsections A and B of this section in every subcontract or purchase order under this contract, so as to be binding upon every subcontractor or vendor of the Contractor under this contract.

**8. Assignments**

Unless the Municipality provides otherwise in writing, any assignment by the Contractor of its interest of any part of this contract or any delegation of its duties shall be void, and permit the Municipality to terminate this contract without liability for work performed.

**9. Ownership, Publications, Reproduction and Use of Material**

Unless the Municipality provides otherwise in writing, all data, documents and materials that the Contractor produces shall be the property of the Municipality, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. This exclusive right does not apply to any materials presently in the public domain or not subject to copyright.

**10. Nonwaiver**

The failure of either party to enforce a provision of this contract does not waive the provision or affect the validity of the contract or a party's rights to enforce any provision of the contract.

**11. Jurisdiction and Choice of Law**

Any civil action arising from this contract shall be brought in the trial courts for the Third Judicial District of the State of Alaska at Anchorage. The law of the State of Alaska governs this contract.

**12. Integration**

This document and all documents incorporated in it by reference are the entire agreement of the parties, and supersede all previous communications, representations, or agreements regarding this subject, whether oral or written, between the parties.

**13. Termination of the Contractor's Services**

The Contractor's services may be terminated in whole or in part:

- A. By mutual consent of the parties.
- B. For the convenience of Anchorage, provided that Anchorage notifies the Contractor, in writing, of its intent to terminate under this paragraph at least 15 days prior to the effective date of the termination.
- C. For cause, by either party where the other party fails in any material way to perform its obligations under this contract. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within fifteen (15) days after receiving the notice.

**14. Duties Upon Termination**

- A. If Anchorage terminates the Contractor's services for convenience, Anchorage shall pay the Contractor for unpaid services rendered to date of termination. Such payment shall constitute the Contractor's only right to compensation for Anchorage's decision to terminate for convenience.
- B. If the Contractor's services are terminated for cause, Anchorage shall pay the Contractor for all contractual services satisfactorily rendered prior to termination less any damages suffered by Anchorage because of the Contractor's failure to perform satisfactorily. Such payment shall constitute the Contractor's only right to compensation from Anchorage.
- C. If the Contractor receives payment exceeding the amount to which it is entitled under Subsection A or B of this section, he shall remit the excess to the Administrator within thirty (30) days.
- D. If the Contractor's services are terminated, for whatever reason, the Contractor shall receive no compensation under this contract, other than that explicitly allowed under this section.

**15. Stop Work Order**

The MOA may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the MOA shall either:

- A. Cancel the stop-work order; or
- B. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience, clause of this contract.

If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The MOA shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if:

- A. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- B. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the MOA decides the facts justify the action, the MOA may receive and act upon the claim submitted at any time before final payment under this contract.

If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the MOA, the MOA shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

If a stop-work order is not canceled and the work covered by the order is terminated for default, the MOA shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

16. **Indemnity**

The Contractor shall indemnify defend, save and hold the Municipality harmless from any claim, lawsuit or liability, including costs and attorney's fees allegedly arising from loss, damage, or injury to persons or property occurring in the course of the Contractor's performance.

17. **Contract Interpretation**

In interpreting this contract, the documents that comprise it shall be given the following order of precedence:

- A. The Contract
- B. All Addenda
- C. The General and Special Provisions as set forth in the Invitation to Bid No. \_\_\_\_\_
- D. The Specifications
- E. The Contractor's Bid Proposal

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the Contract Date entered below.

**MUNICIPALITY OF ANCHORAGE**

**VENDOR NAME**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SAMPLE

## Municipality of Anchorage Contractor Questionnaire

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Contractors/Vendors wishing to qualify for award of a bid or proposal offered by the Municipality of Anchorage shall submit this completed form and any supplemental information requested by this form within five days following a request by the Purchasing Officer.

Contractor/Vendor Name: \_\_\_\_\_

Owner(s) of Company (if sole proprietorship or partnership): \_\_\_\_\_

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List all Alaska construction contractor's registration numbers, registration types and expiration dates of the Alaska business licenses held by your company in the past three years:

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Has your company changed names, business license number, or contractor registration number in the past three years?

Yes       No

If "Yes," explain on a separate signed page, including the reason for the change.

Has any owner, partner or (for corporations) officer of your company operated any business offering similar services outlined in the bid or proposal under any other name in the past three years?

Yes       No

If "Yes," explain on a separate signed page, including the reason for the change.

### **Certifications & Disclosures**

For these questions & certifications, "company" includes any entity that shares or has shared majority ownership or control with your company. "Determination of violation" includes any citations, orders or recommendations issued to or against the company.

### **Debarment**

1. In the last three years has your company been debarred from bidding on, or being awarded, a state or federal project?

Yes       No

### **Occupational Safety & Health**

**Note: Only willful violations of state or federal occupational safety and health laws will result in disqualification; disclosure of other violations does not lead to automatic disqualification.**

2. In the last three years has your company been determined to have committed a **willful violation** of state or federal occupational safety and health law? For purposes of this question, a state or federal occupational safety and health law includes laws enforced by

## Municipality of Anchorage Contractor Questionnaire

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the Occupational Safety and Health Administration (OSHA), Alaska Occupational Safety and Health (AKOSH), or another state's occupational safety and health agency.

Yes       No

3. In the last three years, has the federal Occupational Safety and Health Administration (OSHA), Alaska Occupational Safety and Health (AKOSH), or another state's occupational safety and health agency, made a determination of violation against your company?

**Note: If you have filed an appeal of a citation and the appropriate appeals board has not yet ruled on your appeal, you need not include information about it.**

Yes       No

If "Yes," attach a separate signed page describing each citation.

### Wage & Hour

**Note: Only willful violations of state or federal wage and hour laws will result in disqualification; disclosure of other violations does not lead to automatic disqualification.**

4. In the last three years has your company been determined to have committed a **willful violation** of state or federal wage and hour law?

Yes       No

5. In the last three years has there been a determination of violation of wage and hour laws against your company? Wage and hour violations include failure to pay minimum wages, overtime, or prevailing wages.

Yes       No

If "Yes," attach a separate signed page describing each violation, identifying the claim by claimant, date, and status/outcome.

### Unemployment Insurance & Workers' Compensation

6. In the last three years has there been a determination of violation of unemployment insurance or workers' compensation requirements against your company?

Yes       No

If "Yes," attach a separate signed page describing each violation, identifying the claim by claimant, date, and status/outcome.

### Licensing & Registration

7. If a license or certificate of fitness is required to perform any services provided by your company, has there been a determination of violation of any certificate of fitness requirements against your company in the last three years?

